BHARAT COKING COAL LIMITED  
( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Materials Management Department  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005  
(Fax No- 0326-2230183)

ADVERTISED DOMESTIC TENDER  
Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only.

TENDER NO – BCCL/Pur/570160/6.6.KV/11KV Mining Cable/09/10/92- A

DUE DATE & TIME FOR SUBMISSION- 02/12/2009 UP TO 1.00 PM ON

DUE DATE & TIME FOR OPENING- 02/12/2009 AT 3.00 PM ON

COST OF TENDER DOCUMENT – RS.2000/(Rs two thousand)only.

REQUIRED AMOUNT OF EARNEST MONEY – RS.48260/-(Rs. Forty eight thousand two hundred Sixty )only.  
( Please see clause no.11 & 13)

ESTIMATED VALUE OF TENDER- Rs.24.13 lakh (Rs.Twenty four Lakh Thirteen thousand)only .

C.R.NO……..DATED…. 

TENDER ENQUIRY

Document issued to:  
……………………………
……………………………
……………………………

If this Tender Document has been downloaded from BCCL website (1) The bidder must enclose the required Bank Draft for the requisite Tender Fee i.e. cost of Tender Documents along with the tender [Part-III envelope Clause 8(c) ] otherwise their offer shall be rejected out rightly without any reference.  
(2) A certificate is required from the bidder that they undertake that the tender submitted by them is downloaded from BCCL Web site (http://bccl.cmpdi.co.in) and that it is the same in contents and form (verbatim). Any deviation , if detected at any stage , would entitle BCCL to reject their offer / bid without assigning any reason or recourse to any penal action and would be legally binding on them.  

Dear Sirs

Sub: Notice Inviting Tender for supply of DGMS approved  
6.6 KV(UE)/11KV(E) Mining Cable
1. Sealed tenders are invited in duplicate only from the proven manufacturers or their exclusively authorized sole selling agents to offer against this tender for supply of above Mining Cable to various Areas of BCCL as per detailed specifications enclosed as annexure – A.

Criteria for Provenness -
“Firms having valid DGMS approval for the tendered item will be considered as proven. Perspective bidders should enclose copy of valid DGMS approval for the tendered cable duly attested by Notary Public in Part I of the offer .” FOR SPARE PARTS-

2. Requirement:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DGMS approved 6.6KV(UE) /11KV Copper conductor Mining Cable</td>
<td>850 Mtr.</td>
</tr>
</tbody>
</table>

3. The offers are to be submitted before the closing date and time as mentioned above. Late Tenders will not be considered.

4. Tenders may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, office of the CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date of submission of the tender shall not be considered. No request for relaxation in this respect will be entertained.

5. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.

6. Tender documents/forms purchased by one firm are not transferable to another firm.

7. The tender document is divided into the following parts:
   ii) Annexure ‘B’ - Commercial Terms and condition
   iv) Annexure ‘C’ - Blank format of price bid as to be quoted by the tenderer (without price) for quoted items
   vi) Annexure ‘D’ - Check List with Commercial statement check list.

8. (a) The offers are to be submitted in three parts. The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. In other words it should contain the required details as per annexure A to E as stated at clause 7. However, this should not contain the price. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part I

   (b) The second Part “Part-II i.e. Price Bid” should contain the details of price only. The price bid should be submitted as per Proforma enclosed as Annexure – “C”. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part II.

   (c) “Part – III” [Applicable for those tenderers who will download tender documents from our web site.]
In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III” envelope. The envelope shall be sealed, supercribed with tender number and due date of opening and must mark “Part-III”.

All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes stapled shall not be accepted.

All these three sealed envelopes i.e. “Part – I” [Techno-commercial bid], “Part- II” [Price bid] and “Part – III” [Requisite tender fee as indicated in the tender notice] should be kept in a sealed envelope subscribing with the details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.

In absence of “Part-III” for those tenderers who have downloaded the tender documents from our website

09. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) will be opened on the due date of tender opening in the office of the CGM(MM), Commercial Block, L-III, Koyla Bhawan, Dhanbad –826 005 in presence of the authorized representative of the attending bidders

NOTE.

a) Tenders not submitted in the above manner will not be accepted.
b) If tenderer disclose their price in the techno-commercial bid(Part-I), the offer will be resealed and will be treated as invalid offer by the Tender opening Committee.

The price bids i.e. Part- II of only those tenders whose Part- I is found to be techno-commercially acceptable to BCCL will be opened later on. Date and time of opening will be suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

10. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof.

11. Earnest Money:

a) An Earnest Money of Rs. 48260.00 (Rs. Forty eight thousand two hundred and sixty) only in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I(Techno-commercial offer) otherwise offer shall be considered unresponsive.
b) If it accompanies the Part-II(Price bid), it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.
c) For unsuccessful tenderer, EMD shall be refunded immediately after finalization of the Tender.

12. Security money – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order(value means F.O.R destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “Bharat Coking Coal Limited” payable at Dhanbad. In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of supply against the order) For unsatisfactory performance and/or contractual failure the security money shall be forfeited. The earnest money deposit will be refunded to the firm after submission of requisite security deposit.
13. State/Central Govt. Organization /PSU - shall be considered for exemption from submission of EMD/ Security money.

Valid DGS&D/NSIC / Ancillary unit of BCCL registered (for tendered items) - shall be considered for exemption from submission of EMD/ Security money, if they can submit these documents after duly signed by Notary Public.

14. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

15. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

16. Tenders of those tenderers who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer ab initio and the action against such tenderer as per CIL rules/procure will be taken.

17. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT AND JHARKHAND HIGH COURT ONLY.

IMPORTANT NOTE:.

(i). The tenderers are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.

(iii). Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviation are liable for rejection without making back reference to the tenderers. Offers as asked must be submitted complete in all respects.

(iv). The complete offer should be typed in the letter head of the tender (Hand written quotation will be summarily rejected). If firm’s letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used, such sheets along with other pages of the offer should be signed and stamped by company’s authorised signatory.

(v). All pages of tender documents should be signed including all enclosures submitted with the tenders except printed leaflets/catalogues and have company’s seal. This is must otherwise offer shall be rejected.

(vi). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer’s signature.

(vii) BCCL reserves the right to increase or decrease the tendered qty. against any/all the items of the tender.

(viii) The tenderer must submit separate sheet in Part ‘I’ (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.
ix) Offer of those tenderers will not be considered commercially acceptable who did not successfully execute previous order placed on them by BCCL despite giving commercial notice and against whom penal action has been initiated for breach of contract.

(x) Govt./ Undertaking / Ancillary Unit of BCCL for the tendered item, are exempted from paying tender fee.

(xi) Bidders for the items requiring DGMS approval shall have to submit copy of DGMS approval with latest validity extension, if any. They will also submit copy of valid BIS license (if applicable). These documents will also be duly authenticated by the bidders (stamped and signed) and attested by the court of Notary Public.

xii) As per Center Vigilance Commission (CVC) guidelines no post tender negotiations may be held except in case of Proprietary purchase or for items with limited sources of supplies (negotiations in such case may be held with L-1/ preferred L-1 vendor)

(xiii) If L1 tenderer do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L-2 tenderer at L-1 rate. Similar process of counter offering L-1 rate to L-3 tenderer, L-4 Tenderer and so on and placement of order for their offered quantity subject to matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

Encl: As above Yours faithfully

For & on behalf of Bharat Coking Coal Limited.
ANNEXURE- B

COMMERCIAL TERMS FOR EQUIPMENTS

1. Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):

   i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No, E-Mail address etc.

   ii) Details of order received giving the name of the buyer, their address and country, date of order and number of machines ordered and supplied. Specific details should be given regarding the machine supplied and running in India with full address of the user, so that the same can be verified if felt necessary.

   iii) Details of collaborations, if any.

   iv) Details of After Sales Service to be provided, namely address of service depots, if any, strength of after sales service personnel and their qualifications and backgrounds.

   v) Details of Training offered, if any.

   vi) Details of quality control measures/stage inspections carried out. Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.

   vii) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre-despatch inspection in stages of manufacturing process, if buyer wish to do so.

   viii) The commercial status of the offers received against this tender shall be determined after off-setting the amount payable towards VAT if applicable for which input credit is admissible to BCCL.

   ix) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation whatsoever.

2. (A) PART II i.e. PRICE BID should contain the following:

   i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.

      a) Ex-Works Price

      b) Freight, Insurance, Packing & Forwarding charges on lump-sum basis.

      c) Excise duty if applicable (It will be payable extra on Ex-works price basis). Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the Auditor of the supplier.

      d) Sales Tax (It will be payable extra as applicable)

NOTE: - (1) Excise Duty - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II).

In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.
ii) In case the rate of excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the tenderer shall have to specify the rate applicable to BCCL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price. A certificate of Supplier’s Auditors certifying that they have paid Excise duty as per prevailing Rates and refund if any has been passed on to the buyer shall have to be furnished at the time of supply.

(2) Sales Tax / VAT: The legally applicable rate of Sales Tax / VAT should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid (PART-II).

(3) The rate must be indicated both in figure and words. If there is difference between both, the amount appearing in words shall be taken for consideration.

i) In case of direct import by us, price will be on F.O.B. delivery Port basis only. The Price must be on FIRM basis.

iii) In case of Imported stores and prices are in Indian rupees on FOR destination basis, only applicable sales tax and statutory local levies (if any) will be payable extra. The price must be on FIRM basis.

iv) Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation. In case of F.O.B price all discount attracts custom duty etc. except trade discount.

v) In case of imported stores other than direct import by BCCL, the firm should quote FOR destination price in Indian rupees and firm shall give a certificate along with their offer of their Auditors certifying that they have paid Customs and other applicable Duties as per prevailing Customs Rates and refund if any shall be passed on to the buyer.

Additional Requirement where buyer can avail the Project Concessional Custom Duty on the imported contents, you must indicate the following:

a) CIF value of the imported content, if any, both in Indian Rupees and in the specified foreign currency indicating the date of applicable exchange rate and the applicable rate of custom and other duties.

b) Rate of customs duty on imported component taken for computation of the prices - both for project concessional and for the normal rate.

2 (B) – Detail evaluation of financial bids.
2 (B) (a) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 2(A)(i) above, in case a tenderer does not specify the basis of price or quoted on ex-works or FOR despatching station basis, the price will be loaded to arrive at the F.O.R. destination price on the following manner.

<table>
<thead>
<tr>
<th>Approximate distance of dispatching Station from Consignee's end.</th>
<th>Percentage FOR dispatching station price regarding Freight.</th>
<th>Packing and Forwarding Charges</th>
<th>Transit Insurance Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 2001 Km</td>
<td>5%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1501Km - 2000 Km</td>
<td>4%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1001 Km - 1500 Km</td>
<td>3%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>501 Km – 1000 Km</td>
<td>2%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>Below 500 Km</td>
<td>1%</td>
<td>2%</td>
<td>½%</td>
</tr>
</tbody>
</table>
2 (B) (b) In case of Imports, the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Description</th>
<th>Imported from USA, Canada and Japan</th>
<th>Imported from European and other countries.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freight</td>
<td>12% of FOB value</td>
<td>10% of FOB value</td>
</tr>
<tr>
<td>2</td>
<td>Insurances Charges</td>
<td>1/2% of FOB value</td>
<td>1/2% of FOB value</td>
</tr>
<tr>
<td>3</td>
<td>Custom Duty</td>
<td>As applicable</td>
<td>As applicable</td>
</tr>
<tr>
<td>4</td>
<td>Port handling and clearance Charges, Inland transportation and other miscellaneous charges</td>
<td>5% of FOB value</td>
<td>5% of FOB value</td>
</tr>
</tbody>
</table>

To arrive the FOR destination Price in Indian Rupees, the exchange rate published in National Newspaper applicable on the date of opening of Price Bids will be taken. The applicable rate will be “Selling BC Rate”.

3. VALIDITY:- The offer must be valid for acceptance for a period of 180 days from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

4. ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of BCCL.

5. PRICE VARIATION: Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.

6. PAYMENT TERM:-
   a) For indigenous supplies.
      100% within 30 days from the receipt and acceptance of the materials by the consignee or from the date of receipt of bills, whichever is later by the consignee.
   b) For imported supplies.
      In case of imported items where the price is on FOB basis 100% FOB value will be paid against Letter of credit.

   Agency commission will be paid in Indian Rupee only. Clearly indicate the quantum of Agency Commission in the offer, if any. (For imported item where the price is on FOB Basis).

   Note - No payment will be made for supply of incomplete supply.

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.
   If an agent participates in a tender on behalf of one manufacturer, he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

8. In case of indigenous supplier, Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier’s account through “e-banking” while making payment.
   a. Name of the Bank.
   b. Name of the Branch with complete address.
   c. Party’s Account Style.
   d. Party’s nature of Account.
   e. Party’s Account Number.
In absence of above details/information offer may be liable to be considered unresponsive.

9. REQUIRED DELIVERY SCHEDULE:- Bidders are required to quote their best possible delivery schedule clearly indicating period of commencement, period of completion and the rate at which supply shall be made.

i) The delivery schedule quoted in the offer shall be firm and final. Delivery will be counted from the date of receipt of the order. Failure to supply the material in time may attract penalty as per clause No. 10

ii) The bidder should be in a position to supply in specific delivery period, if indicated, at least 25% of the total tendered quantity, otherwise offer shall be considered unresponsive.

10. PENALTY FOR FAILURE TO SUPPLY IN TIME:

The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of BCCL.

b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The bidder must confirm the acceptance of this Penalty clause which will not be altered.
11. GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE

i) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub assemblies, if any, details given in Technical specification may be referred to.

ii) Special Warranty Clause- If the order is decided to be placed, the bidder should confirm against the clause that in the event of any defects found in material, BCCL shall promptly notify the supplier in writing of any claims arising under the warranty. The replacement shall be made by the supplier at the site at no cost to the purchaser within 21 days of settlement of warranty claims.

"At no cost to the purchaser" means, the supplier will have to bear all the expenses up to the destination site ie Ex- Works prices, Excise duty, Sales tax, Insurance, Inland transportation charges etc as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

iii) The supplier must ensure that there is no major breakdown due to manufacturing/design defect during the warranty period. In cases such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause, if any, mentioned in the technical specification.

iii) A Performance Bank Guarantee on Scheduled / Nationalized Bank in India valid for 18 months from the date of receipt and acceptance of material for 10% value of the order (value means FOR destination price including taxes, duties, transportation and insurance charges and other charges, if any) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. PBG may be submitted for the entire order quantity at a time or each equipment wise / lot wise (Format of Performance Bank Guarantee is enclosed herewith as Appendix-I).

12. PACKING FOR TRANSIT.

The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

13. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed. The details should include the equipment and personnel employed for this purpose.

14. PRICE FALL CLAUSE:

i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical
description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

The bidder should confirm their acceptance of the above clauses.

15. FORCE MAJEURE CLAUSE

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

c) If any of the force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

17. INSPECTION & TESTS.

i) The purchaser of its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
iv) The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

For Chief General Manager (MM)
**ANNEXURE “C”**

**FORMAT FOR PRICE BID**

TENDER NO- BCCL/Pur/570160/6.6.KV/11KV Mining Cable/09/10/92- A

Due on 22.10.09

<table>
<thead>
<tr>
<th>SL NO</th>
<th>DESCRIPTION</th>
<th>U/M</th>
<th>QTY.</th>
<th>BASIC PRICE (EX WORKS)</th>
<th>PACKING &amp; FORWARDING CHARGE</th>
<th>EXCISE DUTY</th>
<th>SALES TAX / VAT</th>
<th>FREIGHT CHARGES</th>
<th>INSURANCE CHARGES</th>
<th>LANDED VALUE</th>
</tr>
</thead>
</table>


CHECK- LIST
( To be filled by the Tenderer duly signed and stamped )

1. Whether the tenderer is a Manufacturer  Yes/No

2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer  Yes/No

3. If the reply against(2) above is yes, then indicate name & full address of the Principal.

4. In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer  Yes/No

5. Acceptance of 180 days offer’s validity period as per NIT  Yes/No

6. Whether quoted prices are FIRM as per NIT.  Yes/No

7. Whether Price quoted is on FOR destination basis as per NIT  Yes/No

8. Acceptance of Payment terms as per NIT  Yes/No

9. Acceptance of Liquidated damages & Risk purchase clause as per NIT.  Yes/No

10. Acceptance of Price fall clause as per NIT.  Yes/No

NOTE: NON-ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER.

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
**COMMERCIAL STATEMENT CHECKLIST**

Tender no – BCCL/Pur/570160/6.6.KV/11KV Mining Cable/09/10/ 92- A

Opening Date- 02/12/2009

Name of the Firm-

Offer no

Please confirm the followings:

<table>
<thead>
<tr>
<th>Q.No</th>
<th>List of questions</th>
<th>Indicate in Yes / No below</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Are you a Manufacturer ?</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Are you a exclusively authorized marketing outlet of a manufacturer ?</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>If the reply against (2) above is yes, than have you indicated the name &amp; full address of the Principal.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>In case of (2) above whether the Principals exclusive Authorisation to quote against this tender is enclosed with the offer</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated at clause 4.2 (This is applicable in case of those bidders who have downloaded the tender papers through BCCL’s website.)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Have you carefully prepared and signed with name &amp; designation and have stamped the company’s seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II &amp; PART –III.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Have you enclosed in Part-I a blank format of price bid (Price format as per Annexure-C), as quoted by you (WITHOUT PRICE) along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.</td>
<td></td>
</tr>
<tr>
<td>8(a)</td>
<td>Have you quoted FOR Destination Price with break up as per NIT.?</td>
<td></td>
</tr>
<tr>
<td>8(b)</td>
<td>In case of imported items, will you submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any has been passed on to buyer ?(Clause 25)</td>
<td></td>
</tr>
<tr>
<td>8(c)</td>
<td>Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Have you quoted firm price ?</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Is your offer valid for 180 days from the date of opening of tender ?</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Have you specified firm delivery period ?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td></td>
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<td>---</td>
<td>---------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Have you accepted Liquidated Damages &amp; Force majeure clause?</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Have you accepted Payment terms?</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Have you accepted Inspection terms?</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD?</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Have you accepted to submit Performance Bank Guarantee</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Have you accepted to deposit Security money or enclosed any documents for exemption towards submission of SD?</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the scheduled prescribed for them in schedule of tender submission.?</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Have you submitted copies of documents DGMS in case of DGMS approved items.</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Have you accepted Price fall clause?</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Have you accepted Warranty clause?</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs.?</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT without any reservation.</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE-** In case of any difference in between the terms indicated in the offer and confirmation given above, the confirmation given in the commercial check – list shall be treated as final.

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
LETTER OF PERFORMANCE GUARANTEE

1. Messers ____________________________ a company having its office at ________________________________ hereinafter called the Seller has entered into a Contract No. ____________________________ dt. ________________ (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called, the Purchaser) to supply equipment on the terms and conditions in the said Contract.

It has been agreed that hundred percentage (100%) payment of the value of the equipment will be made to the Seller in the terms of the said Contract on the Seller furnishing to the Purchaser a Bank Guarantee for the sum of _______ equivalent to 10% of the value of each equipment and accessories dispatched by the Seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or conditions contained in the said contract.

The __________________ Bank having its office at ____________ has at the request of seller agreed to give the guarantee herein after contained.

2. We, _____________________ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said Seller of any of the terms or conditions contained in the said contract or by reason of the Seller’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding ______________.

3. We, _____________________ Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the terms and conditions of the said contract have been fully and properly carried out by the Seller and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ________________ (date to be given) months from the date of Bank Guarantee (date to be given) we shall be discharged from all liability under this guarantee thereafter.

4. We, Bank Ltd., further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Seller(s) from time to time or to postpone for any time or from time to time of the powers exercisable by the Purchaser, against the Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from our liability by reason or any such variation or extension being granted to the Seller or for any forbearance act or omission on the part of the Seller, or any indulgence by the Purchaser to the Seller or by such matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to this Purchaser the said sum of ________________ or such lesser sum as may than be due the Purchaser and as the Purchaser may demand.

5. We, ________________ Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

6. The Bank has under its constitution power to give this guarantee and Mr. ________________ Manager, who has signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date ________________ Day of ________________ 20___

For __________________ Bank Limited

Signature of the authorised person for and on behalf of the Bank
ANNEXURE- A

Tender no- BCCL/Pur/570160/6.6.KV/11KV Mining Cable/09/10/92- A
Due on - 02/12/2009

SPECIFICATION OF MINING CABLE

PVCDWA 11 KV(E) 6.6 KV(UE) 3 core Mining cable with stranded copper Conductor, PVC insulated sheathed overall confirming BIS 1554 (Part II) 1988 latest amended if any, DGMS approved ,ISI marked of following size.

3 Cpre X 185 sq mm - 850 mtr.

Packing /Drum length - 1x400Mtr+1x240Mtr+1x210Mtr

Tolerance in packing /drum length- ± 5 %.

Linear marking at one meter interval on the outer sheath of cable will have to be done.

Bidder should confirm that the conductivity of armouring shall not be less than 75% that of main core

Following documents shall have to be submitted along with offer:-

1) Copy of currently valid DGMS approval for above mentioned cable duly attested by the Notary Public.

2) Copy of currently valid BIS licence 1554 (part:-II)/1988 duly attested by the Notary Public.

Dy. Chief Material Manager (P)